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the requirements of due process are satisfied. In this the court followed recent cases in the United States Supreme Court which upheld prohibitory taxes upon "trading stamps." *Rast v. Van Deman & Lewis Co.* (1916) 240 U. S. 342, 36 Sup. Ct. 370; *Tanner v. Little* (1916) 240 U. S. 369, 36 Sup. Ct. 379.

CONTRACTS—BOND TO SECURE MATERIAL-MEN—GROCER SUPPLYING CONTRACTOR FOOD FOR LABORERS.—The defendant, as surety for a contractor, gave the bond required by federal statute (Comp. St. 1916, sec. 6923) to insure payment to persons supplying "labor or materials in the prosecution of" government work. The work was the dredging of a portion of the St. Mary's river so remote from any settlement that the contractor was obliged to furnish his laborers board, for which a deduction was made from their wages. The complainant sold provisions to the contractor on credit. *Held*, that the complainant was entitled to recover payment under the bond. McKenna, Pitney and McReynolds, JJ. *dissenting*. *Brogan v. National Surety Co.* (1918) 38 Sup. Ct. 250.

Previous decisions of the Supreme Court had given a liberal construction to the statute and to bonds given thereunder but none had gone quite so far as the present case. *Dicta* opposed to the decision may be found in the authorities cited in the opinion of the Circuit Court of Appeals, which the present decision reversed. See *National Surety Co. v. United States* (1916, C. C. A. 6th) 228 Fed. 577. But under the peculiar facts of the case, the contract being performed "in a wilderness," it is believed that food might properly be deemed material used in the construction of the work.

CRIMINAL LAW—BRIBERY IN NATIONAL ELECTIONS—LIABILITY UNDER FEDERAL STATUTES.—The defendants were indicted under section 19 of the federal Criminal Code (35 U. S. St. at L. 1092; Comp. St. 1916, sec. 10183) which denounces a conspiracy "to injure, oppress, threaten or intimidate any citizen in the free exercise or enjoyment of any right or privilege secured to him by the constitution or laws of the United States." The indictments were based on alleged conspiracies to bribe voters in a national election. *Held*, that the conspiracies described were not within the statute. *United States v. Bathgate* (1918) 38 Sup. Ct. 269.

This decision both follows and supplements *United States v. Gradwell* (1916) 243 U. S. 476, 37 Sup. Ct. 407, discussed in (1917) 27 YALE LAW JOURNAL, 137, in which it was held that similar conspiracies were not indictable under section 37 of the federal Criminal Code as conspiracies "to defraud the United States." The same arguments from legislative history which determined the *Gradwell* case, leading to the conclusion that Congress had intended to leave the regulation of such elections to the states, were held to be applicable here.

EMINENT DOMAIN—POWER OF CONDEMNOR TO ABANDON PROCEEDINGS AFTER AWARD.—The plaintiff water company, acting under statutory powers conferring upon it the power to acquire land by eminent domain proceedings, instituted proceedings before the county commissioners for the condemnation of the defendant's property. After a hearing the commissioners filed their award assessing the defendant's damages and ordering the company to make payment. Thereafter the company, which had never taken possession of the premises, delivered to the defendant "a written notice of so-called abandonment and surrender" of the proceedings and the property. The defendant disregarded this notice and filed with the commissioners a petition asking them to issue a warrant of distress against the company to compel payment of the award. The company then filed a bill in equity asking that the defendant be restrained from further proceedings. *Held*, that the company did not have the